



## CATLA LIST SERVER USER AGREEMENT

In order to participate in any CATLA List Server, CATLA members must sign this CATLA List Server User Agreement (“Agreement”).

In consideration of participating in the CATLA List Server, I agree to the terms and conditions outlined in this Agreement. I understand that CATLA may modify the terms and conditions of this Agreement from time to time including, but not limited to, the right to impose access and usage limitations, and that such modifications shall be effective upon written notice to me.

I submit that I meet the following requirements for CATLA membership:

1. I am a member in good standing of the State Bar of Texas possessing an active license to practice law; or an out of state lawyer not licensed by the State Bar of Texas but licensed in another state and in good standing;
2. An attorney who is not on probation or suspended from the practice of law by any licensing organization;
3. An attorney that does not regularly or consistently represent insurance companies, corporations, utility companies, other entities and/or defendants in either a) actions filed by individuals who have been injured or damaged, or b) any other type of work adverse to the interests of individuals who have been injured or damaged;
4. An attorney that is not a partner, associate or “of Counsel” with any lawyer or law firm that regularly or consistently represents insurance companies, corporations, utility companies, other entities, and/or defendants in actions filed by individuals who have been injured or damaged; and
5. An attorney that is not an employee of an executive branch agency of state or federal government.

I recognize that this list server is intended solely as a useful resource for the prosecution of plaintiff personal injury cases, and is not to be used to assist or advance the defense in any such matters. Accordingly, in the event I cease to meet these membership requirements I will immediately notify CATLA and request that CATLA remove me from the list server. Moreover, in the event that I should become: (a) a defendant in an action, (b) counsel for a defendant; (c) aware that a friend or relative is a defendant in an action; or (d) aware that an entity has become a defendant in an action, and also aware that either I, a friend or relative sits on the board of the entity – or is otherwise affiliated with the management or ownership of the entity -- ; then I will make a very prompt inquiry as to whether the plaintiff’s

attorney is a member of this list server. If so, as a matter of courtesy, I will immediately notify the attorney for the plaintiff of my participation on the list server. If thereafter I should learn that the plaintiff's attorney has joined the list server, I will make the same notification at that time.

2. I agree that all electronic communications on the CATLA List Server will be used for business purposes only and in accordance with CATLA's policies and procedures. Accordingly, I agree to abide by the following rules:

A. No off topic posts are allowed. The CATLA List Server is intended to be a professional information exchange forum and not a discussion forum. All posts should either furnish information that might be of professional benefit or interest to CATLA members or be an inquiry that has some reasonable relationship to the legal profession. See List Server Acceptable and Unacceptable Posts, which is incorporated herein by reference.

B. List Server participants must reply privately to requests unless the reply is likely to benefit participants other than the recipient. See List Server Acceptable and Unacceptable Posts, which is incorporated herein by reference.

3. I will not use the list server to:

- send any messages containing defamatory, abusive, profane, threatening, offensive or illegal information or materials including those related to race, color, creed, sex, age, national origin, ethnicity, or sexual orientation;
- discuss my business policies or practices with competitors in any anticompetitive context;
- list any copyrighted material or information without the consent of the copyright owner;
- discuss the fees I charge for any legal services, my fee agreements, employee salaries, or any information that might be construed as price fixing, a boycott, an illegal restriction of free trade or any other antitrust violation;
- obtain information that may be used in the defense of any case;
- solicit funds for political, charitable or personal causes or events;
- make an attack on a judge or attorney that would be in violation of Rule 8.02 of the Texas Rules of Professional Conduct or The Texas Lawyer's Creed;
- use such terms as "Please Destroy When Read," "For Your Eyes Only," "No Copies" or similar phrases.
- post messages in violation of List Server Acceptable and Unacceptable Posts, which is incorporated herein by reference.

4. I understand and acknowledge that the CATLA List Server may not be totally private and may contain discoverable statements or information.

5. I will not voluntarily disclose any material or information I obtain, either directly or indirectly, from the CATLA List Server to anyone who is not authorized to receive such information, except as authorized by this paragraph. This provision applies to all postings on the CATLA List Server and to all private replies or responses sent outside the CATLA List Server that are related to any CATLA List Server posting. I understand, however, that this Agreement does not prevent me from using the material or information obtained from the list server in my legal practice, or to

sharing information otherwise in the public domain, provided (a) under no circumstances shall I disclose the source of such information as being from a CATLA List Server or any member thereof, and (b) under no circumstances shall I disclose any opinions, comments or observations expressed by any member of a CATLA List Server.

**THIS PROVISION SPECIFICALLY FORBIDS FORWARDING CATLA LIST SERVER EMAILS TO NON-MEMBERS AND ALSO FORBIDS A REPLY TO THE CATLA LISTSERVER THAT COPIES A NON-MEMBER.**

6. I agree that I will not sell or distribute for profit any of the information, documents or materials I obtain from the CATLA List Server or its members under any circumstances.

7. I understand that I may be held individually liable for any communications I send on the CATLA List Server including, but not limited to, defamatory, discriminatory, antitrust, anticompetitive, false, or unauthorized information. I also understand that I must comply with all state and federal copyright, trademark and patent laws and regulations.

8. I agree to indemnify, defend and hold harmless CATLA and its respective subsidiaries, affiliates, officers, owners, agents, employees, parents, insurers, successors or assigns from and against all loss, claims, demands, causes of action, liabilities, expenses, including reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of the Agreement by me or (b) any omission or act taken or committed by me.

9. I agree that in no event shall CATLA be responsible to me for any indirect, consequential, special or punitive damages or losses I may incur in connection with any CATLA List Server or any of the data or other materials transmitted through or residing on any CATLA List Server, even if CATLA has been advised of the possibility of such damage or loss.

10. I acknowledge that CATLA may remove me from the List Server for violating this agreement and that such violation may result in termination of my membership in CATLA. Procedures for membership termination and suspension or termination from the list server are set forth in the CATLA Bylaws.

11. This Agreement shall become effective upon approval and execution by CATLA in Austin, Texas, and shall continue in force until terminated by me in writing. Notwithstanding the foregoing, CATLA may terminate this Agreement immediately upon written notice to me.

12. This Agreement shall be governed by and construed under the laws of the State of Texas. If either CATLA or I fail to notify the other of any violations of this Agreement, this will not mean that CATLA or I cannot notify the other of future violations of any part of this Agreement.



## CATLA LISTSERVER USER AGREEMENT

I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS OUTLINED IN THE FOREGOING CATLA LIST SERVER USER AGREEMENT:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Bar Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### PLEASE TELL US HOW YOU'D LIKE TO PARTICIPATE

I would like to (check one):

- Have each message delivered to me **AS POSTED**.
- Receive a **DIGEST** once a day containing all the messages for that day.
- Receive an **INDEX** once a day with only the subject lines of that day's messages.
- Receive **NO EMAIL** messages. I will browse the messages at [www.capitalareatla.com](http://www.capitalareatla.com) at my convenience.

***Return a signed copy of this page to:  
Lisa Mellors at 512-473-2411 or [lmellors@tla.com](mailto:lmellors@tla.com)***

**PLEASE RETAIN A COPY OF THIS AGREEMENT FOR FUTURE REFERENCE.**

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Phone: (512) 476-3852 Fax: (512)473-2411 Website: [www.capitalareatla.com](http://www.capitalareatla.com)

## **List Server Acceptable and Unacceptable Posts**

Now for the list of things we really need your help with. Below you will find very specific examples of areas where we have had problems in the past. We want our List Server to be strong, vibrant and on point at all times. To achieve this, we provide the items below.

1. **No Off Topic (OT) Posts.** All OT posts not directly related to plaintiff's personal injury practice are unacceptable, unless they come within the Acceptable Posts Guidelines.

### **Examples of *Areas* that are Unacceptable:**

- a. Politics. Personal opinions regarding politics even if they have a tort reform theme.  
Comment: General postings regarding the pro-defense nature of the courts and government and the need to mobilize to combat same are not news to anyone.
- b. News
- c. Religion
- d. Philosophy
- e. Entertainment
- f. Sports
- g. Personal Interests
- h. Jokes
- I. Fund-raising for charities or political candidates

### **Examples of Specific *Posts* that are Unacceptable**

- a. Iraq war
- b. Immigration
- c. Abortion
- d. Presidential race unrelated to Personal Injury practice
- e. Don Imus
- f. Inspirational posts
- g. Go Horns/Red Raiders/Bears/Aggies/Mustangs etc.
- h. It's happy hour time
- i. Religion. This includes proselytizing regarding religious issues.
- j. Social issues. This includes proselytizing regarding social issues.
- k. Arguments. If you want to argue or even discuss an issue with someone, take it offline.

**2. Responses. Examples of Unacceptable List Server Reply messages.** These should be sent personally to the recipient via their personal e-mail address:

- a. Me too. I would like that motion/brief/paper too.
- b. What a surprise, a defense opinion out of the Supremes.
- c. Kick their #\$%^!
- d. You got to be kidding!
- e. Jane Smith's phone number is \_\_\_\_\_.
- f. Thanks to everyone who responded. You're the best!
- g. Welcome!

**3. Examples of Acceptable Posts.** Examples of Acceptable Posts and List Server Responses (other than the obvious responses advising of substantive law or providing pleadings/letters etc):

- a. Anything directly related to Plaintiff's Personal Injury Practice.
- b. Politics. Political information that relates directly to Plaintiff's Personal Injury practice

Examples: Candidate Jones supports tort reform, and here are his/her statements on that, or Candidate Smith has been a consistent friend of jury trials.

Comment: Obviously any new tort reform case, bill, law or news development that is actually news rather than purely opinion is welcomed and encouraged.

- c. Media. Postings of relevant media tort reform editorials pro and con are encouraged
- d. We are working on these cases as well. Please send me what you receive.
- e. Call Joe Jones. He had a similar case last year.
- f. I have deposed Dr. Smith four times. Let me know if you need transcripts.
- g. Sally Jones is the "go to" local counsel in Gray County.
- h. I have defeated MSJ on this issue twice. Call me.
- i. Fred Smith is handling peanut butter cases. Call him.
- j. Referrals for Professionals.

Examples: Who is the best orthopedist in Dallas for my mother? Mary Williams, MD [phone number] is terrific. She did my shoulder.

Who is the best DWI lawyer in Gillespie County? James Johnson [phone number] does very good work, and is a former prosecutor.

- k. Local trial lawyer association messages.

Examples: Waco or Dallas or El Paso TLA will have its happy hour this Thursday at El Chico. All CATLA members welcome.

- l. Who do you recommend for local counsel in Comal County? Judy Smith is a great local counsel in Comal County.
- m. Rosa Mendez is a great mediator/judge/defense attorney, etc. [or lousy one].
- n. Verdicts. Please include all information that most List Server members will want to know.

Examples: Type of case, county, court, judge, insurance carrier, defense lawyer, adjuster, last offer and demand, specials, injuries, etc.

We appreciate your help to insure the CATLA List Server remains a valuable benefit for our participating members. Please let CATLA know if you have any questions. Our professional staff and List Server Committee Volunteers are happy to help!